



BUSINESS CONSULTANT AGREEMENT BETWEEN _____ AND WANDARA CONSULTING

**Wandara Consulting, LLC
7660 Gibraltar Dr.
Colorado Springs, Co 80920**

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "**Company**", AND **Wandara Consulting**, whose address is 7660 Gibraltar Dr. Colorado Springs, Co. 80920 referred to as "**Consultant**."

1. Consultation Services.

The Company hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The Consultant will consult with the officers and employees of the Company concerning matters relating to the management and organization of the Company, their financial policies, marketing plans, business planning, technology, eCommerce, competitive analysis, and generally any matter arising out of the business affairs of the Company relating to the development of a marketing plan and proposal.

2. Confidential Information.

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, sales and customer information and lists, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information. Additional stipulations are included in section 8 of this agreement.

3. Terms of Agreement.

This agreement will begin _____ and will end _____. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

4. Time Devoted by Consultant.

It is anticipated the Consultant will spend approximately _____ fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week, but shall not be less than industry norms. The Consultant shall devote the time necessary to complete the assigned tasks in accordance with this agreement and shall be available to the Company for all reasonable requests.

5. Place Where Services Will Be Rendered.

The Consultant will perform most services in accordance with this contract at 7660 Gibraltar Dr., Colorado Springs, Co. 80920. In addition the Consultant will perform services on the telephone and at such other places as designated by the Company to perform these services in accordance with this agreement. Travel, as needed, will be jointly agreed upon by the Parties. Best efforts will be made to keep travel for the Consultant below 20% of the time during this contract period, and best efforts will be given on the part of the Company to provide 7 days notice of travel requirements. However, both Parties understand that these are guidelines and at times travel may be more than 20% and requests may be made in less than 7 days.

6. Payment to Consultant.

The Consultant will be paid at the rate of \$ _____ per _____ for work performed in accordance with this agreement (**Paid Monthly**). The Company will pay the Consultant monthly, on the **15th day** of the **month**. The first payment is due _____. and will be for an amount of _____. Subsequent payments will be on the **15th day** of each **month** at the rate of \$ _____. The final payment due and payable on _____ shall be \$ _____. An itemized statement setting forth the time spent and services rendered will be provided on a quarterly basis as outlined by the Company.

The Company will pay for any administrative fees incurred by the Consultant, with prior authorization, including by way of illustration but not limitation, long distance phone calls, travel expenses, printing fees, association fees on behalf of the Company.

7. Independent Contractor.

Both the Company and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. Also, should the Consultant decide to take time off during the project period, it will be viewed as time off without pay and the Company will not be responsible for any payments during this period of time.

8. Confidential Information

8.1 Company proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Consultant. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, sales and customer information and lists, and other information disclosed or submitted, orally, in writing, or by any other media, to Consultant by Company (See section A below). Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Company to disclose any of its information.

A.1 Confidential Information and Materials - Company

a) "Confidential Information" shall mean any nonpublic information that the Company specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Company creates or produces in the course of performing services for the Consultant. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), sales and customer information, the Consultant's business policies or practices, information received from others that the Consultant is obligated to treat as confidential, and other materials and information of a confidential nature.

(b) "Confidential Information" shall not include any materials or information which the Consultant shows: (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Consultant; or (ii) is legally known to the Consultant at the time of disclosure by the Company; or (iii) is furnished by the Company to third parties without restriction; or (iv) is furnished to the Consultant by a third party who legally obtained said information and the right to disclose it.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

8.2 Consultant proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Company. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, sales and customer information and lists, and other information disclosed or submitted, orally, in writing, or by any other media, to Company by Consultant (See section A below). Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Consultant to disclose any of its information.

A.2 Confidential Information and Materials - Consultant

a) "Confidential Information" shall mean any nonpublic information that the Consultant specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Consultant creates or produces in the course of performing

services for the Company. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), sales and customer information, the Company's business policies or practices, information received from others that the Company is obligated to treat as confidential, and other materials and information of a confidential nature.

(b) "Confidential Information" shall not include any materials or information which the Company shows: (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Company; or (ii) is legally known to the Company at the time of disclosure by the Consultant; or (iii) is furnished by the Consultant to third parties without restriction; or (iv) is furnished to the Company by a third party who legally obtained said information and the right to disclose it.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

8.3. Consultant's Obligations.

A. Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Company and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Company, and shall disclose it only to its officers, directors, or employees with a specific need to know. Consultant will not disclose, publish or otherwise reveal any of the Confidential Information received from Company to any other party whatsoever except with the specific prior written authorization of Company.

B. Confidential Information furnished in tangible form shall not be duplicated by Consultant except for purposes of this Agreement. Upon the request of Company, Consultant shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Consultant's option, any documents or other media developed by the Consultant containing Confidential Information may be destroyed by Consultant. Consultant shall provide a written certificate to Company regarding destruction within ten (10) days thereafter.

8.4. Company's Obligations.

A. Company agrees that the Confidential Information is to be considered confidential and proprietary to Consultant and Company shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Consultant, and shall disclose it only to its officers, directors, or employees with a specific need to know. Company will not disclose, publish or otherwise reveal any of the Confidential Information received from Consultant to any other party whatsoever except with the specific prior written authorization of Consultant.

B. Confidential Information furnished in tangible form shall not be duplicated by Company except for purposes of this Agreement. Upon the request of Consultant, Company shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Company's option, any documents or other media developed by the Company containing Confidential Information may be destroyed by Company. Company shall provide a written certificate to Consultant regarding destruction within ten (10) days thereafter.

8.5. Term.

The obligations of the Parties herein shall be effective **1 (one) year** from the date a Party last discloses any Confidential Information to a Party pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against a Party, nor by the rejection of any agreement between Company and Consultant, by a trustee of a Party in bankruptcy, or by a Party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

8.6. Other Information.

A Party shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by said Party; is rightfully received by said Party without obligations of confidentiality; or is developed by said Party without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to the other Party along with the asserted grounds for disclosure.

8.7. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development

or research efforts. Confidential Information may pertain to prospective or unannounced products. Each Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

8.8. No Publicity.

Each Party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held between the Parties.

9. Employment of Others.

The Company may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for the outside services, Company will pay those services but in no event shall the Consultant employ others without the prior authorization of the Company.

10. Attorneys' Fees.

In the event of a breach by any party with respect to the subject matter of this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including reasonable attorneys' fees and costs incurred in resolving or settling the dispute. These costs and expenses shall be in addition to any other damages to which the prevailing party may be entitled.

11. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Colorado and each Party consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Each Party agrees that in the event of any breach or threatened breach by the other Party, said Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect said party against any such breach or threatened breach.

12. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Consultant:

Wandara Consulting

[Consultant]

7660 Gibraltar Dr, Colorado Springs, Co 80920

[Consultant's Address]

If to Company:

[Company]

[Company's Address]

14. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

15. Signatures.

Both the Company and the Consultant agree to the above contract.

Witnessed by:

COMPANY:

Name Address

By:

Signature Name Title Date

CONSULTANT:

Wandara Consulting, LLC 7660 Gibraltar Dr., Colorado Springs, Co 80920
Name Address

By:

Signature Name Title Date